

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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PELEUS INSURANCE COMPANY,

Plaintiff,  
-against-

22 CIVIL 10933 (JGLC)

MILESTONE CONSTRUCTION CORP., NEW  
TENT LLC, and NEO IMAGE ENTERPRISES  
LLC,

Defendants.

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**DEFAULT JUDGMENT**

It is hereby **ORDERED, ADJUDGED AND DECREED:** That for the reasons stated in the Court's Opinion and Order dated January 6, 2025, Plaintiff's motion for default judgment is hereby GRANTED with respect to its declaratory judgment. The Court declares that there is no coverage under the Peleus Policy and Peleus Excess Policy and Plaintiff has no duty to defend or indemnify Defendants in the Underlying Action because the Contractor Warranty applies to exclude coverage. The Court further declares that Plaintiff is entitled to terminate and withdraw from the defense of the Underlying Action. Judgment is entered for Plaintiff; accordingly, the case is closed.

**Dated:** New York, New York

January 7, 2025

**TAMMI M. HELLWIG**

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**Clerk of Court**

**BY:** *K. mango*

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**Deputy Clerk**